

TED KACZYNSKI

to
BEAU FRIDLANDER

December 23, 1998

Dear Beau,

Thanks for your letters of December 14 and 18 (though I haven't received the latter directly from you, but only in the form of a copy that Mello has sent me).

I'll start with the most important matter. In your Dec. 18 letter you wrote, "Bonnie has informed me ... that the publication of Truth versus Lies is not your first priority." I've never told Professor Bonnie that publication of Truth versus Lies was "not my first priority." Whether it is or is not my first priority depends on how you interpret the phrase "first priority." So let me try to make my priorities as clear as I can.

I did write you that I was "anxious to get the book into print as soon as possible." However, a statement like that normally is to be interpreted ~~with common sense and prudence. For example~~ as subject to the qualifications dictated by common sense and prudence. For example, if a man says, "I'm anxious to get to the store as soon as possible," you don't assume that he will gun his car up to 90 miles an hour on the way there; and of course you realize that he will stop if some mechanical difficulty comes up; for example, if the dashboard indicator shows he is dangerously low on oil.

Similarly in my case. "As soon as possible" was short for "As soon as we can agree on acceptable terms for a contract, assuming that

nothing unexpected comes up that would dictate otherwise." What came up, of course, was the fact that Bonnie asked me not to sign a contract until he had had a chance to review the manuscript.

Since Bonnie is generous enough to represent me pro bono, I feel that I owe him the courtesy of paying careful attention to his advice, and — up to a point — complying with it. This does not mean that I feel obligated to comply with all of his advice without regard to other considerations.

It is almost exclusively as a courtesy to Bonnie that I am willing to delay publication of the book. If it hadn't been for his request, I would have gone ahead as soon as we had worked out the terms of our contract.

If I had to choose between publishing the book and reopening my case, then I would publish the book and relinquish the attempt to reopen the case. In that sense, publishing the book is my first priority. But it doesn't necessarily follow that I'm unwilling to accept some delay in publication of the book in order to accommodate Bonnie or improve my chances with the §2255 motion.

I have no problem with delaying publication for a month or two to give Bonnie a chance to review the manuscript.

If Bonnie were to say, "I'll need four months to review the manuscript," then I would answer, "I'll just go ahead with publication now,

and if it hurts my case, then that is the price I'll have to pay."

If, after reviewing the manuscript, Bonnie were to ask me to delay publication until, say, about June, 1999, I would accept that delay provided that he could ^{give me} ~~provide me with~~ a strong, solid reason for it. In other words, provided that he could tell me that it would make a large difference in my chances of winning the \$2255 motion.

If Bonnie told me only that early publication would ~~not~~ be slightly disadvantageous to my chances of winning the motion, then I would go ahead with publication now rather than waiting until June.

I might be willing to delay publication for as long as a year if Bonnie could give me very strong reasons for doing so; but I would accept this very reluctantly and only for the strongest reasons.

I would in no case delay publication for much more than ~~a~~ a year.

Denvir and Clarke both read the manuscript, and told me that they found nothing in it that would cause any ~~that~~ legal difficulties for me.

So I think there is a strong probability that Bonnie will review the manuscript within the next month or so, and will approve it for immediate publication (though conceivably he may ask for some minor changes). I think we are very close to agreement on the terms of the

contracts so by the time Bonnie has finished reviewing the manuscript, we will probably be ready to sign the contract, assuming he approves.

So you can assume it is absolutely certain that we can publish within about a year from this date; that it is almost certain that we can publish by June, 1999; and that there is a strong probability that I will be ready to sign the contract within a month, or at most two, from today's date. Sooner if Bonnie finishes with the manuscript sooner.

(The phrase "absolutely certain" that I used above requires the usual qualification: It doesn't necessarily apply if something surprising and wholly unforeseen should arise.)

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I apologize for not having made all this clear earlier. I also apologize if I sometimes show a bit of testiness in my letters. I'm under considerable strain, and feel frustrated by the frequency with which problems and misunderstandings keep coming up and preventing me from getting anything else done.

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As to the contract, I have ~~two~~^{four} things to mention.

First, in my latest set of comments on the contract I expressed concern about the possibility that Context might go bankrupt. Since Mello had told me that you were just bringing out your first batch of books, I assumed that

Context was a brand-new venture. However, it appears from your letter of Dec. 14 that you have been in business for at least 3 years, and are doing well. So just forget everything I said ~~about~~ about the bankruptcy worry.

Second, When I asked you whether you could suggest legal counsel to review the contract for me, I meant the question to be rhetorical and ironic. I wasn't seriously asking you to recommend counsel for me. In deciding about the contract, I'll just rely on my own judgment and on the advice of my friend whom I mentioned to you who is experienced in publishing.

Third, when you've finished going over my latest comments on the contract, I suggest that you make up a new version of the contract incorporating all of the changes I've suggested, or all of those that you're willing to accept. Send me two copies, and I'll probably find them acceptable enough to sign.

Fourth, don't worry about the copyright issue. I think the contract will be acceptable on that score, since I always have a way out, in that I can cancel the contract if we can't come to agreement. Still, I don't see any objection to having Korzenik ~~to~~ do the legal read-through now, even though that's not the customary order in which things are done.

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I don't know where you got the idea that I had any ~~reluctance~~ reluctance to include photographs in

Truth versus Lies (your letter of Dec. 18, p. 2, next to last paragraph). I have no such reluctance whatever. I only suggested that you might want to save some of the landscape photos for a later book that would include my experiences in Montana, rather than blowing them all in Truth versus Lies. But that was only a suggestion for your benefit -- if you feel it's to your advantage to use all the photos I've sent you in Truth versus Lies, I certainly have no objection to that.

This refers to the photos I've sent you. I think Ulveman did send me copies of the three photos you describe in your Dec. 14 letter, p. 1, ¶ 3. I discarded them because I didn't like them. They show the unsightly spots on my property. ~~They~~ I'd prefer not to put these in Truth versus Lies. A possible exception is the photo of the rectangular roof on four poles. I think maybe you can use that one. Under that roof I used to hang meat. That way it was protected from rain, yet air could circulate around it. (Air circulation is very important for keeping meat.)

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I would already have been corresponding with M. Ulveman if I ~~could~~ find the time, but I can't. You, Mello and Bonnie keep me pretty busy. I think your idea of a story about the FBI's conduct at the time of my arrest is an excellent one, especially if it is broad enough to include the issue of the validity of the search warrant. If you like, you can ~~the~~ tell Ulveman that I'll be

willing to help him do such a story if and when I can find the time and get Bonnie's approval.

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I am not continuing to consult with Professor Goodenough. I mentioned his opinion only in fairness to you, since it seemed to indicate greater risk for you than Korzenik's opinion did. I'm quite content to have you rely on Korzenik. If he's good enough for you, then he's good enough for me. (No pun intended.)

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Don't worry about your ~~waiver~~ waiver of the copyright issue — I mean your expression of a willingness to let yourself get sued. I never took that very seriously anyway. You need not publish the book if we can't come to an agreement about what has to be deleted for copyright reasons. But I think we will be able to agree.

However, I don't think my brother will accept your reasoning according to which it would be foolish for him to ~~deny~~ deny permission to publish the letters. Still less likely that his wife would accept your reasoning — and she's the boss.

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Greenberg's letters show his dishonesty quite unmistakably. Ask Mello.

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It sounds as if the damage to my letters that you describe might have been caused by a malfunctioning machine. What do you think? Is that plausible? Or are you fairly sure that the mail was

intentionally tampered with?

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Enough. It's getting late and I'm tired. But I think I've covered all the essential points.

Best regards,

Ted Kazdynski

P.S. No, I haven't covered all the essential points. In his letter of 12/21/78, Mello tells me that you will put his book into production about January 7. There's not the slightest chance that I will be able to clear with Bonnie by that date my corrections to Mello's ms. that may be legally sensitive, or that Bonnie will so soon be able to review for possible legal difficulties the passages quoted from my writings by Mello. Accordingly, (1) You and Mello do NOT have my permission to publish any excerpts from anything written by me. This includes my letters to Burrell, and all other writings, not only my letters to Mello. (2) Most of my corrections to Mello's ms. either are corrections of citations to my writings, or require review by Bonnie for possible legal sensitivity. The former are pointless in view of (1), and I can't get the letter to you by January 7, so there is no need for me to prepare any corrections at all. (3) Professor Mello and I at the outset of our correspondence made an agreement that in exchange for providing Mello with information and documents for his book, I was to have the right to review his ms. for errors before publication. Over a period of several months I spent countless hours (that I could have used for other projects) corresponding with Mello, giving him information, and providing documents for him. Under the circumstances, it seems to me discourteous, at the least, for Mello to rush his book to publication without allowing me time to prepare the corrections and have them cleared by Bonnie. It's true that I've been slow to get the corrections done, but I've been burdened by other tasks, one of the most time-consuming of which has been answering the numerous letters with which Mello himself bombards me. Also, I have to await Bonnie's pleasure, and he is probably busier than I am. (4) You and Mello would have a much better book if you would wait a month or so for my corrections. — TJK